

# MACKENZIE.

## ADDITIONAL SERVICE AGREEMENT

Between **Client** and **Mackenzie**

This **ADDITIONAL SERVICE AGREEMENT** is made as of the 5th day of June in the year 2023, by and between the following parties, for services in connection with the Project identified below:

<b>Client:</b>	City of St. Helens John Walsh 265 Strand Street St Helens, OR 97051
<b>Mackenzie:</b>	1515 SE Water Avenue, Suite 100 Portland, OR 97214
<b>Project:</b>	St Helens Public Safety Building - Design Update DD-CCA
<b>Mackenzie Project Number:</b>	2210310.05/.06

**Client** and **Mackenzie** agree as follows:

### 1. BASIS OF DESIGN

- 1.1 Basis of design is as described in attached proposal, Exhibit A.
- 1.2 In accordance with your request, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated October 13, 2021. All terms and conditions, including assumptions and exclusions, of the original agreement remain in effect unless modified in this Additional Service.

### 2. SCOPE OF SERVICES

- 2.1 The Scope of Services is as described in attached proposal, Exhibit A.
- 2.2 If services include submittal review, Mackenzie shall make a limited review and take appropriate action on specified Contractor's submittals. Such review shall be only for general conformance with the design concept and general compliance with the requirements of the Contract Documents. The limited review shall not include, for example, review of quantities, dimensions, weights, metal gauges, fabrication processes, construction methods, coordination of the Work, performance of equipment or systems designed by the Contractor, or construction safety precautions, all of which are the sole responsibility of the Contractor. Mackenzie's review of the specified submittals shall be limited solely to those specific



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substitutions to or deviations from the Contract Documents which the Contractor has clearly called to Mackenzie's attention and which are followed by Mackenzie's acceptance in writing. Mackenzie's review shall be conducted with reasonable promptness consistent with sound professional practices. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Mackenzie shall be entitled to rely upon such certification to establish that materials, systems or equipment will meet the performance criteria required by the Contract Documents.

**2.3** If services include construction contract administration, Mackenzie may visit the site at intervals Mackenzie deems appropriate to the stages of construction to become generally familiar with the progress and quality of the Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with plans and specifications and other Contract documents. However, Mackenzie shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, Mackenzie shall keep Client informed of the progress and quality of the Work, and shall endeavor to guard company against defects and deficiencies in the Work.

**2.4** Mackenzie shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Mackenzie shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the plans and specifications. Mackenzie shall not have control over or charge of acts or omissions of any contractor, subcontractor, or agents or employees of Contractor and Subcontractors, or of any other persons performing portions of the Work.

### **3. EXCLUSIONS**

**3.1** No services are included in this agreement other than those specifically set forth in the Scope of Services. In addition to any Exclusions outlined within the project proposal (if attached), items which are specifically excluded from the Scope of Services include, but are not limited to the following: None at this time.

### **4. TERMS AND CONDITIONS**

**4.1** The Scope of Services includes Mackenzie's assistance in applying for and obtaining permits and approvals normally required by law. The Scope of Services does not include, however, the fees for permits and approvals or Mackenzie's services for the preparation of research studies, special documentation, or special tests necessary for obtaining permits and approvals. Client is responsible for payment of all governmental fees (Building Permit fees, Design Review fees, or any other fees paid to public agencies having jurisdiction over the project). In some instances, in order to expedite the project, Mackenzie may pay such fees on behalf of the Client. In such cases, Client agrees to pay Mackenzie for such fees at cost plus 10%.

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**4.2** All other provisions of our original agreement for this project apply to these services.

### **5. PAYMENT**

**5.1** Contract Fee will be:

5.1.a 2210310.05: Lump Sum Fixed Fee of \$633,000  
Design Development, Construction Documents, Permitting, and Bid Assistance Services.

5.1.b 2210310.06: Estimate of \$320,000  
Construction Contract Administration (CCA) will be performed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule.

5.1.c It is understood that this estimate for CCA is neither a minimum nor a maximum, but simply an estimate of the level of effort we anticipate will be required for the scope of services described. Any services performed beyond the scope of services set forth above shall be for additional fees.

5.1.d There is \$340,572 remaining from the original contract. The cost of part of these professional services will reallocate dollars from the remaining contract amount.

**5.2** All fees and costs are due 30 days after they are billed, and accrue service charges of 1.5% per month beginning 45 days from date of invoice. It is specifically understood that Mackenzie may cease providing services and terminate Agreement if accounts remain unpaid 45 days from date of invoice. It is agreed that Mackenzie will not be responsible for damages which arise from such cessation or termination of services. If payment is not timely made, Client will reimburse Mackenzie for all costs or expenses reasonably incurred by Mackenzie in collecting sums due Mackenzie, including, without limitation, attorneys' fees.

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This **ADDITIONAL SERVICE AGREEMENT** is entered into as of the day and year first written above between **Client** and **Mackenzie**.

\_\_\_\_\_  
CLIENT(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Executed)

  
\_\_\_\_\_  
MACKENZIE(Signature)

\_\_\_\_\_  
Jeff Rhys Humphreys, Architect  
(Printed Name)

\_\_\_\_\_  
Principal in Charge  
(Title)

\_\_\_\_\_  
July 11, 2023  
(Date Executed)

Enclosure(s): Exhibit A – Mackenzie proposal dated June 6, 2023, revised June 29, 2023, revised July 11, 2023

c: Accounting Department  
Adrienne Linton – Mackenzie

# MACKENZIE.

June 6, 2023 (*Revised June 29, 2023*) (*Revised July 11, 2023*)

City of St. Helens  
Attention: John Walsh  
265 Strand Street  
St. Helens, OR 97051

Re: **St. Helens Public Safety Building – Design Update DD-CCA**  
Project Number 2210310.05/.06

Dear John:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of St. Helens (“Client”) the following Additional Scope of Services and fee proposal for your Public Safety Building.

Per our conversations, Mackenzie’s integrated team of design professionals will provide architectural, interior design, structural engineering, civil engineering, landscape architecture, traffic engineering, and land use planning services for the above project. We believe an integrated strategy provides a unique capacity for creative problem solving: each discipline is informed by its neighbors, with an ongoing cross-pollination of ideas and processes. Working within a well-understood team framework, colleagues with widely variable areas of experience have the opportunity to form creative partnerships and tease out solutions that aren’t obvious within the bounds of a single discipline.

Our team has been chosen specifically for their technical knowledge and design expertise related to this project type, with a demonstrated ability to successfully deliver project with a high level of client service. Our team is composed of the following staff and roles:

- Jeff Humphreys – Principal in Charge, Architect of Record
- Adrienne Linton – Project Manager | Project Architect
- Iris Wu – Architectural Designer
- Thomas Peck – Design Lead
- David Linton – Structural Engineer of Record
- Alexis Bauer – Interior Designer
- Nicole Ferreira – Landscape Architect
- Bailey Currier – Civil Engineer
- Brian Varricchione – Land Use Planner
- Brent Ahrend – Traffic Engineer

In addition, Mackenzie will retain PAE Engineering (PAE) for mechanical, electrical, plumbing, and low-voltage engineering services, and SSA Acoustics for acoustical consulting. The services are described within the following scope. See Attachment A for the PAE proposal and Attachment B for SSA Acoustics proposal.



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- Dave Williams – PAE, Mechanical/Plumbing Engineer of Record
- Jeremy Galvin – PAE, Electrical /Lighting Engineer of Record
- Ryan Sennett – PAE, Technology Designer of Record
- Andrew Comstock – PAE, Mechanical/Plumbing
- Brent Medsker – PAE, Lighting
- David Koukel – PAE, Technology
- Alan Burt – SSA Acoustics

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

## **BASIS OF DESIGN**

The following describes in detail the elements that define the basis of our proposal.

1. The following are updates to the original basis of design, as listed in our original proposal dated September 27, 2021. These updates are based on the St. Helens Public Safety Building Schematic Design Document Set dated April 3, 2023.
2. This agreement quantifies the changes and new scope that will be required for the project. There are dollars in the current agreement to cover part of the cost for these new services. There is \$340,572 remaining from the original contract (inclusive of 2210310.00/.02/22103.04). Dollars remaining from the original contract amount will be applied to the cost of these professional services. Additional dollars required to perform the work are listed in the table summary herein.
3. The new building is approximately 11,600 square feet (SF), including the covered carport, and includes 2.1 acres of site area to be developed.
4. The project is pursuing a CM/GC process. It is our understanding that the Construction Document set will be utilized for bidding and the GMP establishment. CM/GC review of the contract documents will occur concurrent to the development of the documents and with any revisions/clarifications to the documents occurring before the conclusion of the CD phase. Any substitution requests after the construction documents are complete will need to be evaluated for the amount of time to review and implement the changes so the Client can evaluate the merits of the design team reviewing the substitution request.
5. It is our understanding that the project costs and soft costs will be tracked by the Owner’s Representative (OTAK) for phases DD through CCA.
6. The City of St. Helens did not require right-of-way frontage improvements for the original design (Construction Document Set dated October 20, 2022); however, in the pre-application meeting for the design update held on May 1, 2023, the City of St. Helens added the right-of-way improvements for the eastern edge of Kaster Road, between the new building driveway and Fir Street. No frontage improvements will be required to Fir Street.
7. The project budget was noted to be approximately \$12,600,000 prior to the start of the design updates. Mackenzie’s Cost Estimator (CFI) put together a construction cost estimate based on the Schematic Design Package dated April 3, 2023. The projected construction value of the design is between \$8,943,558 and \$9,664,257, including Alternates 1 (add), 2 (deduct), and 3 (deduct). After projected soft costs and contingencies, the design was estimated to be between \$12,310,890 and \$13,051,696. The Mackenzie Design Team presented Value Engineering Options to the Client on May 4, 2023. The Client approved an additional approximately \$191,069 in value engineered items to bring the project budget moving forward to between \$12,119,821 and \$12,860,627. This range was accepted by the Client in the 5/4/2023 meeting and formalized in meeting minutes.

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## SCOPE OF SERVICES

### Design Development

*Time Duration: 8 weeks*

Provide Design Development documents based on approved Schematic Design documents dated 4/3/2023. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations, and typical construction/finish details and may include interior equipment and/or furniture layouts.

Design Development shall include:

1. Meet remotely via “Microsoft Teams” video conference with Client to kick off design development phase services.
2. Prepare for pre-application meeting with the City of St. Helens Planning Department.
3. Attendance at the pre-application meeting by Mackenzie architect, civil engineer, and land use planner. Mackenzie will develop meeting notes from the pre-application meeting.
4. Obtain written approval from Client to proceed with Conditional Use Permit, utilizing the Schematic Drawings dated April 3, 2023, as the basis for the submittal with other documents described herein.
5. Coordinate with Client and consultants to identify and prepare/assemble land use application and supporting documents as required by Client.
6. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
7. Review materials including Schematic Design drawings and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
8. Compile materials for Conditional Use Permit:
  - A. Application Form.
  - B. Application Fee (by Client).
  - C. Burden of proof narrative.
  - D. Design Development Drawings
  - E. Vicinity Map.
  - F. Wetland delineation report (by others).
  - G. Natural resource analysis for wetland buffer impacts (by others).
  - H. Preliminary stormwater report.
  - I. Floodplain boundary and elevation documentation (by Client’s floodplain consultant).
  - J. Floodplain cut/fill analysis.
  - K. Geotechnical report (by others).
9. Submit narrative and required supporting materials to City.
10. Monitor application through completeness review (no more than 30 days per Oregon law); revise land use narrative and provide additional materials for up to one (1) response. If deemed incomplete, assumes completeness response can be prepared (including any items from Client) within three (3) weeks of receipt of incomplete notice.
11. Review draft Conditional Use Permit decision with Client and provide recommendations to address potential issues and conditions of approval.
12. Prepare for and attend one (1) Conditional Use Permit hearing with St. Helens Planning Commission. Present the project on behalf of Client. No continuances and/or appeals included at this time.



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13. Monitor appeal period.
14. Review final decision with Client.
15. Review details of the decision and conditions of approval with the design team for their use incorporating it into permit drawings.
16. Re-develop preliminary building code analysis to establish type of construction, use, occupancy, required separations, exiting, preliminary fire/life/safety review, vertical circulation, shafts, plumbing criteria, etc.
17. Outline of material/finish selection specifications.
18. Develop and refine Design Development documents.
19. Issue Design Development set for Client review and CM/GC use.
20. Coordinate with CM/GC, who will complete a cost estimate, utilizing the Design Development set as the basis for the cost estimate.
21. Obtain written approval from Client to proceed with Construction Documents.

### ***Deliverables***

1. Design Development set to include the following:
  - A. Drawings identified in the 100% Schematic Design set, further developed.
  - B. Civil/Landscape Drawings:
    - I. Civil general notes.
    - II. Site and landscape details.
    - III. Landscape planting plan for the building.
    - IV. Public right-of-way drawings for three (3) frontages and a new connection to 15th (developed to 30%).
      - a. Right-of-way general notes.
      - b. Right-of-way photometrics.
      - c. Right-of-way detailing.
    - V. Further developed exterior Master Plan of the property.
  - C. Architecture/Interior Design Drawings:
    - I. Slab plans.
    - II. Exterior and interior architectural details.
    - III. Design for Stairs including sections, and details (stairs construction to be design build).
    - IV. Interior finish details and schedules.
    - V. Interior elevations.
    - VI. Casework plans and elevations.
    - VII. Window, door, and hardware schedules.
    - VIII. Interior furnishing layouts.
  - D. Structural Drawings:
    - I. Structural general notes.
    - II. Foundation Plan.
    - III. Framing Plan.
    - IV. Lateral system elevations.
  - E. Other Reference Documents:
    - I. Specifications.
    - II. Design Development Cost Estimate.



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2. Burden of proof application, including supporting documents noted above, submitted for Conditional Use Permit and Sensitive Lands Permit decision by City.

### **Construction Documents**

*Time Duration: 14 Weeks*

Provide Construction Documents (CD) based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project.

1. Meet remotely via “Microsoft Teams” video conference with Client to kick off Construction Documents phase services.
2. Provide Construction Documents consisting of drawings and specifications: landscape, civil, architectural, interiors, structural, mechanical, electrical, plumbing, and technology plans and details. The CD set will be used for bidding and GMP establishment.
3. Update and finalize building code analysis and incorporate into Construction Documents.
4. Develop and refine Construction Document phase documents.
5. Issue Construction Documents for Client to review and CM/GC use.
6. Coordinate with CM/GC, who will complete a cost estimate, utilizing the Construction Document set as the basis for the cost estimate and GMP.
7. Obtain written approval from Client to submit for permit.

### **Deliverables**

1. Final Construction Document sets to include the following:
  - A. Drawings identified in the Design Development set, further developed.
  - B. Civil/Landscape Drawings:
    - I. Civil general notes.
    - II. Erosion control plan and details.
    - III. Civil Details.
    - IV. Irrigation plan and details.
    - V. Site and landscape details.
    - VI. Public right-of-way half-street improvements drawings for the east edge of Kaster Road, from the new driveway to Fir Street.
  - C. Architecture/Interior Design Drawings:
    - I. Slab plans.
    - II. Casework plans and elevations.
    - III. Window, door, and hardware schedules.
    - IV. Listed UL details and assemblies.
  - D. Structural Drawings:
    - I. Structural general notes.
    - II. Foundation Plan.
    - III. Framing Plan.
    - IV. Lateral system elevations.
    - V. Structural Details.
  - E. Other Reference Documents:
    - I. Specifications.
    - II. Storm water calculations.

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- III. Structural engineering calculations.
2. Transportation deliverables:
  - A. Driveway Approach Permits.

**Permitting Assistance**

*Time Duration: 14 weeks*

Mackenzie’s involvement in permitting of the project includes submitting for and resolving (to the extent defined below) plan review comments for the following permits:

1. Prepare permit applications and associated forms for the following permits:
  - A. Grade Permit through the City.
  - B. Right-of-way/Construction permit through the City.
  - C. Building Permit through the City.
  - D. Plumbing Permit through the City.
  - E. Mechanical Permit through the City.
  - F. Electrical Permit through Columbia County.
  - G. 1200C Permit through State of Oregon Department of Environmental Quality (DEQ).
2. Submit the permit applications listed above to the City and County, electronically for the following permits: Structural (Building), Plumbing, and Mechanical. All other permits to be submitted in-person unless electronic submittals are made available by the AHJ; applications will be made electronically.
3. Update plans/respond to plan check comments at City (up to two (2) trips/submittals) or online. Respond to comments from the following bureaus for each permit, with responses by others unless noted below:
  - A. Oregon DEQ for 1200C permit.
  - B. Columbia County Building Division for electrical permit.
  - C. Engineering Department for Right-of-Way/Construction permit.
  - D. Building Department – For all remaining City permits listed above.
4. Monitor building permit review (track City staff approval timelines weekly and follow up with reviewers) and work with City reviewers and permit technicians to encourage the permit to be issued efficiently and fees assessed accurately. Distribute updates to Client, design team, and consultants. Assume a maximum of three (3) hours total per week for 12 weeks.
5. Notify Client of approval of each listed permit when confirmed by City.
6. Coordinate payment from Client and arrange for CM/GC to pick up permits at City.

Note that the project may also require other permits by the Client, the Client’s separate consultants and/or vendors, the Client’s General Contractor, etc. These permits may include (but not limited to): fire alarm, sign, racking, generator, generator fuel, irrigation, etc.; Mackenzie’s Scope does not include assistance with these permits. Client understands it is their sole responsibility to ensure all required permits are properly obtained from appropriate agencies.

***Deliverables***

1. Permit application forms and submittal copies.
2. Letter(s) detailing compliance with preliminary conditions of approval for use in the final review/building permit approval process.
3. Written correspondence responding to up to one (1) round of checksheets/plan review comments for each discipline.
4. Weekly email updates to Client detailing current permit status.
5. Updated permit Construction Documents for (1) re-submittal to permit agency(s) for formal approval.



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**Bid Assistance (concurrent with permitting)**

*Time Duration: 5 weeks*

Based on Client approval of the Construction Documents, Mackenzie will issue the Construction Document set to the CM/GC for sub-contractor bidding.

1. Assist CM/GC in soliciting bids for construction as follows:
  - A. Issue a PDF copy of the Construction Documents to be utilized as the bid set.
  - B. Provide input to the CM/GC on development of an agenda for the pre-bid meeting.
  - C. Participate in (1) pre-bid meeting on site.
  - D. Review Pre-Bid meeting minutes, as prepared by the CM/GC.
  - E. Prepare and issue up to (1) addendum to respond to sub-contractor bid questions.
  - F. Track changes to the Construction Documents formally issued via addenda during the bid process.

***Deliverables***

1. PDF Drawings.
2. PDF Specifications.
3. One (1) PDF Addendum.

**Construction Contract Administration**

*Time Duration: 60 weeks*

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Mackenzie Architect and Civil will attend pre-construction meeting remotely via “Microsoft Teams” video conference.
2. Review and act on properly prepared specified submittals once.
3. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows (Note: the following is on a Time and Materials basis and considered an estimate):
  - A. Architect for up to 10 hours a week for 60 weeks.
  - B. Interiors for up to 8 hours a week for 30 weeks.
  - C. Structural engineer for up to 4 hours a week for 30 weeks.
  - D. Civil engineer for up to 2 hours a week for 20 weeks.
  - E. Landscape architect for up to 4 hours a week for 12 weeks.
4. Review for up to 250 RFIs has been included as part of the estimated efforts.
5. One (1) person per discipline to conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
  - A. Architect to attend up to 30 job site visits.
  - B. Interiors to attend up to 6 job site visits.
  - C. Structural engineer to attend up to 4 job site visits.
  - D. Civil engineer to attend up to 2 job site visits.
  - E. Landscape architect to attend up to 3 job site visits.
6. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section, up to 150 submittals.
7. Will process and review monthly properly prepared applications for payment from the General Contractor.

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8. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, Technology, and Plumbing will conduct one (1) punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, prepare, and issue a Certificate of Substantial Completion.
9. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, and Plumbing will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
10. Structural engineer to prepare and issue a final summary letter based on our previous structural observations and the special inspections.
11. Will process and review project close-out materials up to one (1) round of review and comment.
12. Will review the General Contractor’s as-built drawings.
13. Upon request of the Client, prior to the expiration of one year from the date of Substantial Completion, Architect will meet with the Client at the project site to review facility performance and operations.

**Deliverables**

1. Project visit observation reports.
2. Structural observation reports and summary letter.
3. Processed submittals.
4. Prepare AIA contract documents formally issued (ASI and Certificate of Substantial Completion).
5. Supplemental drawings for clarification to Contract Documents (ASI).
6. Supplemental drawings for revisions to the Contract Documents (PR, CCD).
7. Certified contractor applications for payment.
8. Certificate of Substantial Completion.
9. Punch list.
10. Processed close-out materials.

**FEE SUMMARY**

Our lump-sum and hourly fees for the disciplines and related design services described above are included in the summary table below. Our original contract (Project Number 2210310.00/.02/.04) has \$340,572 remaining. It is assumed that the remaining original contract will be billed against before billing to the additional service amount included in the table below. See table for additional breakdown.

All Construction Contract Administration services shall be performed on a Time and Materials basis. The estimated fee herein is a forecast of time based on services described, it is not a minimum nor a maximum.

	Contract (.00)	Remaining	Required (.04)	Required (.05) (.06)	
Schematic Design	\$364,282	\$0	\$164,687	NA	
Additional Service	\$178,122	\$0	NA	NA	
Design Development	\$441,579	\$0	NA	\$274,000	Fixed Fee
Construction Documents	\$521,361	\$33,696	NA	\$285,000	Fixed Fee
Permitting	\$52,484	\$52,484	NA	\$44,000	Fixed Fee



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Bid Assistance	\$41,751	\$41,751	NA	\$30,000	Fixed Fee
Construction Contract Administration	\$377,328	\$377,328	NA	\$320,000	Estimate
	\$1,976,907	\$505,259	\$164,687	\$953,000	
Additional Service dated 1/13/2023		(\$164,687)			
<b>Total Remaining:</b>		\$340,572			

<b>Total Additional Service (.05) (.06):</b>	\$953,000	Required
	(\$340,572)	Remaining
	<b>\$612,428</b>	5/17/2023

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost.

**ASSUMPTIONS**

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

**1. Client-Provided Consultant Services**

- 1.a. Client will provide current electronic files of existing building(s), Revit model of existing facilities, land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
  - 1.a.i. Client’s geotechnical engineer shall provide paving recommendations and related paving specifications.
  - 1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Client, Client’s attorney, and/or Client’s surveyor.
- 1.b. Scope and fee are based on Client hiring the following third-party Client Representative to act on their behalf during the project: Otak. We have assumed that the same third-party representative will be part of the project team for the entire duration of the project.

**2. Scope of Service Acknowledgements**

- 2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.
- 2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.



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- 2.c. As noted in the Basis of Design, we have assumed an estimated construction value between \$8,943,558 and \$9,664,257. Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.
- 2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
- 2.e. All meetings will occur virtually via Microsoft Teams video conference, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

### **3. Client and Jurisdiction Approvals**

- 3.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
- 3.b. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the land use application(s) in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.

### **4. Standard Design Items**

- 4.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

### **5. Unique Design Services**

- 5.a. The Client will not be pursuing sustainability certification for the project (i.e., LEED, Green Globes, WELL, etc.).

### **6. Construction and Client's Contractor Services**



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- 6.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents. Any deviations to the design not clearly identified by the Contractor in the Contractor's submittals and shop drawings will not be reviewed by the design team.
- 6.b. Client's General Contractor will provide fire suppression/fire alarm systems, low voltage, security, audio/visual, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design. We have included typical levels of coordination during each phase.

**7. Graphics/BIM**

- 7.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 7.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

**8. Expenses/Billing**

- 8.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

**9. Mackenzie Consultant Services**

- 9.a. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

**EXCLUSIONS**

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

**1. Client-Provided Consultant Services**

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.





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- 1.d. Construction cost estimating.
- 1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

**2. Land Use Process/Permitting**

- 2.a. Environmental review such as DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.e. Formal Building code interpretation requests and/or appeals.
- 2.f. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

**3. Standard Design Items**

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the approved construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

**4. Unique Design Services**

- 4.a. Special foundation systems beyond conventional spread foundations which exclude and are not limited to provisions for liquefaction, such as foundation ties or grade beams.
- 4.b. Floor vibration analysis and design for footfall impact.
- 4.c. Vibration analysis and design. (Equipment and/or sources other than footfall impact.)
- 4.d. Design of seismic bracing, anchorage, or support for equipment or racking systems.
- 4.e. Graphics and/or signage design, permitting, and related coordination.
- 4.f. Furniture selection, specifications, requirements, and all related coordination.
- 4.g. Sustainability Certification Services.

**5. Construction Process**

- 5.a. Evaluate and act on post-bid substitution requests.
- 5.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 5.c. Review of contractor proposed change order proposal (COP) pricing.
- 5.d. Materials testing/special inspections.
- 5.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 5.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

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**6. Graphics/BIM**

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No formal BIM Execution Plan will be provided. Nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.
- 6.e. Use of CAD Drawings or BIM models by any parties other than the design team.

**7. Expenses/Billing**

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in June 2023. If the proposal is agreeable to you, we will prepare an Agreement for Professional Services for your review and approval. Please note that this proposal is valid for 60 days.

We look forward to continuing to work with the City of St. Helens on this project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Jeff Rhys Humphreys  
Principal

Enclosure(s): Attachment A – PAE Engineers Additional Service Request #3 Proposal dated May 16, 2023  
Attachment B – SSA Acoustics, LLP Additional Service Request Proposal dated July 11, 2023  
Attachment C – Hourly Billing Rate Schedule  
Attachment D – Reimbursable Rates Schedule

c: Adrienne Linton – Mackenzie



May 16, 2023

Adrienne Linton  
Mackenzie  
1515 SE Water Avenue, Suite 100  
Portland, Oregon 97214

Project: St. Helens Public Safety Building  
Project Number: 21-1273

Subject: Additional Services Request #3 – DD through CA for Updated Program

Dear Adrienne:

The following additional design services have been requested by Mackenzie:

- a. Design Development, Construction Documents, Permit/Bid, and Construction Administration phase design services as outlined in original PAE proposal, to be redone according to the new approved schematic design scope as recently issued by the design team. The original remaining contract fees are assumed to be credited and this ASR represents the total fee required for remaining design services for the project.
- b. Assumes three deliverables during the remaining design phases:
  - 1) Land Use resubmission
    - a) Support of drawings submitted by architect, outlining equipment locations on site and lighting strategy
  - 2) 100 percent Design Development (specifications and drawings)
  - 3) 100 percent Construction Documents/Permit (specifications and drawings)
- c. Design team coordination will include weekly Revit model uploads and one QC PDF drawing plot prior to 100DD and 100CD deliverables.
- d. Assumes two site visits per discipline during construction and final punch upon substantial completion. Additional field walks can be completed as requested at PAE's standard hourly rates.

Work Requested by: Adrienne Linton (Mackenzie)

The work is an additional service according to our agreement and will be performed on a lump sum basis with fees as shown in the following table:

**MEPT Basic Service Fees**

<b>Phase</b>	<b>MEP</b>	<b>Technology</b>	<b>Total</b>
Design Development	\$33,200	\$4,200	\$37,400
Construction Documents	\$48,150	\$6,400	\$54,550
Permitting	\$2,450	\$350	\$2,800
Bidding	\$2,500	\$500	\$3,000
Construction Administration	\$29,850	\$2,400	\$32,250
<b>Total</b>	<b>\$116,150</b>	<b>\$13,850</b>	<b>\$130,000</b>

May 16, 2023



We will keep our time separately and invoice per phase under the base project number 21-1273, referencing ASR#3 – DD through CA for Updated Program.

Sincerely,

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Jeremy Galvin, PE  
PAE

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Adrienne Linton  
Mackenzie Architects

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Dave Williams, PE, LEED AP  
PAE

---

Date



July 11, 2023

Adrienne Linton  
Mackenzie  
RiverEast Center  
1515 SE Water Avenue #100  
Portland, OR 97214

*RE: Proposal for Additional Services – St Helens Public Safety Building Design Update*

Dear Adrienne,

The following is our proposal to provide additional acoustical design services for the St Helens Public Safety Building design update.

Our scope of work will involve evaluating the acoustical aspects of the project, including architectural acoustics, mechanical noise and vibration, and provide design solutions to meet the project criteria. We will provide review and analysis for the acoustical aspects of the project, including selection of wall assemblies, acoustical treatments, mechanical noise and vibration control, and provide design details and product information as necessary. Our services will extend through the DD, CD, and CCA phases of the project. During the construction phase we will be available to review submittals, answer field questions and conduct site inspections.

The following are the services we will provide within with this scope of work:

### **DD Phase**

Services during this phase will include developing the architectural design elements with respect to the criteria, such as wall assemblies and acoustical finishes, and evaluation of the MEP systems.

### **Architectural Acoustics**

1. Review project documents with respect to acoustical criteria.
2. Evaluate assemblies with respect to the design criteria and develop recommendations for sound isolation to achieve the recommended STC ratings.
3. Evaluate the acoustical response of each space and develop acoustical treatments necessary to provide balanced room response. Sound absorbing materials and other design elements will be developed to minimize harsh reflections and control reverberation to provide a balanced response. Coordinate the design solutions with the project team.
4. Identify doors to receive acoustical seals where necessary.
5. Document recommendations in a report including drawings and specifications to be incorporated in the drawing set.
6. Attend project meetings as necessary to coordinate acoustical design.

**MEP System Noise and Vibration Control**

1. Evaluate noise levels from the HVAC system with respect to supply, return, crosstalk, and vibration based on ASHRAE guidelines.
2. Provide noise and vibration control solutions to meet the design criteria. Coordinate with the mechanical engineer to incorporate into the project documents.
3. Provide a report documenting noise control recommendations and criteria.

**Construction Documents**

During the CD phase we will provide review and documentation to support the acoustical design elements for construction detailing. We will provide a comprehensive review and solutions to control noise and vibration from the MEP systems.

**Architectural Acoustics**

1. Review progress drawings for incorporation of acoustical designs. Identify and coordinate items that need to be addressed or updated.
2. Develop and coordinate construction details for walls, window assemblies, doors, and specific acoustical conditions such as mullions and wall/ceiling intersections related to the acoustical performance of the assemblies.
3. Coordinate details, layouts, and other design considerations for acoustical finishes.
4. Issue specifications for acoustical products formatted to project standards. Specifications typically include acoustical sealant, resilient channels, acoustical panels, operable partitions, etc.
5. Attend project meetings as necessary to coordinate acoustical design.
6. Review drawings and specifications at each major drawing release with respect to acoustical design. Issue a report of the review items.

**MEP System Noise and Vibration Control**

1. Review the mechanical design and provided revised recommendations as necessary to meet the design criteria.
2. Provide final mechanical noise control details for penetration isolation, vibration isolation, and noise control elements.
3. Provide final mechanical noise and vibration control specifications.
4. Provide a property line noise study, which includes evaluating noise from major mechanical and other noise-generating equipment and sources such as police sirens to adjacent properties with respect to pertinent code requirements. Provide noise control requirements for equipment to meet code levels where necessary. Provide a report documenting the study which can be submitted for permitting.

**CCA Phase**

1. Review product submittals, substitution requests and shop drawings for conformance with acoustical details and specifications issued in the construction documents.
2. Provide site visits to inspect implementation of acoustical scope. At the completion of each site visit we will issue a report of our observations and corrections for compliance with construction documents.
3. Attend / conference into construction meetings as necessary.

Our team will include Alan Burt as the project manager and primary acoustical consultant, assisted by our consultants for analysis and drawing details.

The following are the estimated fees for the project per phase:

<b>Item</b>	<b>Fee</b>
DD Phase	\$2,700
CD Phase	\$4,500
Total – Design	<b>\$7,200</b>
<b>CCA Phase</b>	\$3,500

Services during the design phase will be provided on a lump sum basis. Services during the CCA phase will be provided on an hourly basis not to exceed the total fee. Additional services will be provided on an hourly basis or as otherwise agreed. Our fees include all overhead expenses including printing, use of acoustical equipment and administrative support.

Please contact me if you have questions or need additional information.

Sincerely,  
SSA Acoustics, LLP



**Alan Burt, P.E.**  
PARTNER  
ACOUSTICAL CONSULTANT



# MACKENZIE.

P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

## HOURLY BILLING RATE SCHEDULE\*

<b>PRINCIPALS</b>	\$ 175 – \$ 300
<b>ARCHITECTURE/LANDSCAPE</b>	
Design Director	\$ 190 – \$ 250
Senior Project Architect	\$ 170 – \$ 270
Project Architect I – III	\$ 110 – \$ 215
Architectural Designer II-III	\$ 90 – \$ 185
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 60 – \$ 95
Intern	\$ 60 – \$ 90
<b>ENGINEERING</b>	
Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 105 – \$ 210
Designer I – II	\$ 85 – \$ 165
Transportation Analyst I – II	\$ 70 – \$ 120
Designer/Drafter	\$ 85 – \$ 150
Intern	\$ 65 – \$ 100
<b>PLANNING</b>	
Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 95 – \$ 220
Permit Coordinator	\$ 60 – \$ 100
Assistant Planner	\$ 70 – \$ 120
Intern	\$ 60 – \$ 90
<b>INTERIOR DESIGN</b>	
Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 60 – \$ 90
<b>ADMINISTRATION</b>	
Administrator	\$ 70 – \$ 190
Word Processor	\$ 85 – \$ 115
Graphic Artist	\$ 85 – \$ 130

\*Subject to change April 2024

# MACKENZIE.

P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

## REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

### IN-HOUSE PRINTING

#### **Scanning – Black & White**

Small Format: \$0.25/sheet  
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet  
(Including Half Size)

#### **Scanning – Color**

Small Format: \$0.50/sheet  
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet  
(Including Half Size)

#### **Printing/Copying – All Sizes**

Black & White: \$0.21/sq. ft.  
Full Color: \$4.00/sq. ft.

#### **Fax**

Local: \$1.00/sheet  
Long distance: \$1.30/sheet

### OTHER IN-HOUSE REIMBURSABLE ITEMS

#### **Digital Photo Documentation**

\$15.00/download

#### **Check Generation Fee**

\$25.00

#### **Automobile Mileage**

Billed according to IRS guidelines

#### **Delivery Service**

Fixed rates: \$7.75 to \$54.40  
(depending on mileage)

#### **Data Supplies**

CD documentation: \$15.00  
DVD documentation: \$30.00

#### **Report Binder**

Without tabs: \$3.00/book  
With tabs: \$4.00/book

#### **Foamcore:**

\$4.25/sheet